

2-188A069

**TAFT, STETTINIUS & HOLLISTER**

1800 STAR BANK CENTER

425 WALNUT STREET

CINCINNATI, OHIO 45202-3957

WASHINGTON, D.C. OFFICE  
SUITE 500 — 625 INDIANA AVENUE, N.W.  
WASHINGTON, D.C. 20004-2901  
202-628-2838  
FAX: 202-347-3419

513-381-2838  
CABLE: TAFTHOL TWX: 810-461-2623  
FAX: 513-381-0205

COLUMBUS, OHIO OFFICE  
SUITE 1000 — 33 NORTH HIGH STREET  
COLUMBUS, OHIO 43215-3022  
614-221-2838  
FAX: 614-221-2007

June 29, 1992

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Interstate Commerce Commission  
12th Street & Constitution Ave., N.W.  
Washington, D.C. 20423  
Attn: Mildred Lee  
Room 2303

COVINGTON, KENTUCKY OFFICE  
SUITE 340 — 1717 DIXIE HIGHWAY  
COVINGTON, KENTUCKY 41011-2783  
606-331-2838  
613-381-2838  
FAX: 513-381-6813  
8789-1  
RECORDATION NO. FILED 1992

JUL 6 1992 - 3 05 PM

INTERSTATE COMMERCE COMMISSION

Dear Ms. Lee:

I have enclosed herewith an original and one copy of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a Partial Termination of Lease Agreement, a secondary document, dated May 29, 1992. The primary document to which this is connected is recorded under Recordation No. 8789. We request that this assignment be cross indexed.

The names and addresses of the parties to the document are as follows:

LESSOR: The David J. Joseph Company  
300 Pike Street  
Cincinnati, Ohio 45202

LESSEE: Soo Line Railroad Company  
Box 530  
Minneapolis, MN 55440

The equipment covered by the enclosed document is eighty-eight (88) all steel, 100-ton twin ballast railroad cars currently bearing the reporting marks set forth in Appendix A hereto.

A fee of \$16.00 is enclosed. Please return the original executed copy of the enclosed document to:

Philip F. Schultz, Esq.  
Taft, Stettinius & Hollister  
1800 Star Bank Center  
425 Walnut Street  
Cincinnati, OH 45202-3957

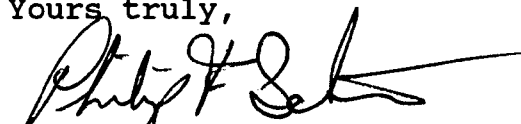
Mr. Sydney L. Strickland  
June 29, 1992  
Page 2

A short summary of the document to appear in the index follows:

Partial Termination of Lease Agreement from Soo Line Railroad Company, Box 530, Minneapolis, MN 55440 to The David J. Joseph Company, 300 Pike Street, Cincinnati, Ohio 45202 dated May 29, 1992 and covering eighty-eight (88) all steel, 100-ton twin ballast railroad cars.

Please call me if you should have any questions.

Yours truly,

A handwritten signature in dark ink, appearing to read "Philip F. Schultz", with a long horizontal flourish extending to the right.

Philip F. Schultz  
Attorney for  
The David J. Joseph Company

PFS/lsc  
Enclosure

iccminnl.djj

8789 - F  
FILED 1423

CERTIFICATE

JUL 6 1992 -3 02 PM  
INTERSTATE COMMERCE COMMISSION

The undersigned, Stephen M. Griffith, Jr., a notary public in and for the County of Hamilton, State of Ohio, hereby certifies that the copy of the document attached hereto has been compared with the original and that the undersigned has found the copy to be complete and identical in all respects to the original document.

Stephen M. Griffith, Jr.  
Notary Public  
STEPHEN M. GRIFFITH, JR., Attorney at Law  
NOTARY PUBLIC STATE OF OHIO  
My Commission has no expiration  
Date, Section 147.03 O.R.C.

8789-F  
RECORDED  
MAY 6 1982 3 22 PM  
INTERSTATE COMMERCE COMMISSION

**PARTIAL TERMINATION OF LEASE AGREEMENT**

This Partial Termination of Lease Agreement (the "Agreement") is given pursuant to that certain Railroad Car Lease Agreement, dated April 1, 1977 (the "Lease") between The David J. Joseph Company, successor to Greenlease Company, a division of Greenville Steel Car Company, as lessor (the "Lessor") and Soo Line Railroad Company, successor in interest to Chicago, Milwaukee, St. Paul and Pacific Railroad Company, as lessee (the "Lessee"), with respect to the items of equipment listed in SCHEDULE A hereto (hereinafter referred to as the "Terminated Equipment").

WHEREAS, Lessor and Lessee executed the Lease, dated April 1, 1977, relating to certain equipment, including the Terminated Equipment described in SCHEDULE A hereto;

WHEREAS, the Lease was duly filed for recordation with the Interstate Commerce Commission ("ICC") on April 25, 1977 with recordation number 8789;

WHEREAS, Lessor and Lessee desire to terminate and cancel the Lease with respect to the Terminated Equipment and to record this termination and cancellation;

WHEREAS, all interest, of the Lessee, its successors and assigns, in the Terminated Equipment, including, but not limited to possessory, ownership, or leasehold interest, shall be terminated with the execution of this Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. The Terminated Equipment is being returned by Lessee to Lessor and its assigns in accordance with terms and conditions of the Lease, including, but not limited to movement at no cost, risk, or expense to Lessor of the Terminated Equipment to any point of interchange of Lessee's railroad as shall be reasonably designated by Lessor. Upon acceptance of the Terminated Equipment by the receiving carrier at the point of interchange at which the Terminated Equipment is delivered to Lessor or its assigns, the Lessor accepts the Terminated Equipment "as is" and agrees that its condition fully complies with the terms of the Lease.

The obligations of the Lessee under the Lease, including, but not limited to the obligation to pay rental, to Lessor with respect to the Terminated Equipment shall cease with the execution of this Agreement and the delivery of the Terminated Equipment to the point of interchange specified by Lessor or its assigns as provided above.

The Lessor and its assigns shall have the right to a one-time movement of the Equipment with the current reporting marks beyond the Lessee's railroad to the final destination. Lessor agrees that the Terminated Equipment will be remarked removing the MILW reporting marks prior to first loading.

Notwithstanding the execution of this Agreement, Lessor and Lessee are liable for all obligations, if any, with respect to the Terminated Equipment, which, as provided by the Lease, shall survive the cancellation, termination, or expiration of the Lease.

The obligations of the Lessee as a handling line under the AAR Interchange Rules with respect to the delivery of the Terminated Equipment to the point of interchange at which the Terminated Equipment is delivered to Lessor or its assigns are in no way affected by this Agreement.

2. Notwithstanding the execution of this Agreement, all other terms and conditions of the Lease shall remain in full force and effect.

3. Lessor and Lessee, upon performance of the obligations herein, hereby terminate and cancel the Lease, with respect to the Terminated Equipment.

4. All interest of the Lessee, its successors and assigns in the Terminated Equipment including, but not limited to possessory, ownership, or leasehold interest, is hereby terminated.

5. The parties agree to record this Agreement with the ICC so as to release the lien against the Terminated Equipment constituted by the Lease.

6. This Agreement may be executed by the parties hereto in one or more counterparts (or upon separate signature pages bound together in one or more counterparts) which shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, Lessor and Lessee have each caused this Agreement to be duly executed by their authorized officers as of this 10th day of April, 1992.

WITNESS:

Susan L. Lardulich  
LK Baus

THE DAVID J. JOSEPH COMPANY (LESSOR)

BY: [Signature]

TITLE: VICE PRESIDENT

WITNESS:

May R. Douglas  
Rich D. Nelson

SOO LINE RAILROAD COMPANY (LESSEE)

BY: [Signature]

TITLE: Chief Engineer

**PARTIAL TERMINATION OF LEASE AGREEMENT**

**SCHEDULE A**

(For the lease dated April 1, 1977 between  
The David J. Joseph Company and Soo Line Railroad Company)

Six (6) all steel, 100 ton twin ballast railroad cars bearing  
reporting marks as follows:

MILW 341454  
MILW 341473  
MILW 341481  
MILW 341494  
MILW 341509  
MILW 341531

STATE OF Minnesota )  
COUNTY OF Pennequin ) SS:

On this 16<sup>th</sup> day of April, 1992, before me the subscriber, Mary R. Douglas, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named John A. Unshaw to me personally known, who stated and acknowledged that he is the Chief Engineer of Boo Line Railroad Company, a Minnesota corporation, and duly authorized by

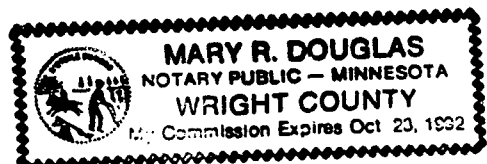
(title) (company)  
(state)  
authority of the Board of Directors or by-laws of said corporation in his capacity as such officer to execute and acknowledge the foregoing instrument for and in the name and on behalf of said corporation and further stated and acknowledged that he has so signed, executed and delivered the foregoing instrument as the free and voluntary act and deed of said corporation, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 16<sup>th</sup> day of April, 1992.

Mary R. Douglas  
(Notary Signature)

My commission expires:

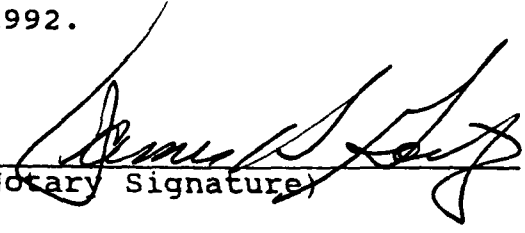
October 23, 1992



STATE OF OHIO            )  
                                  ) SS:  
COUNTY OF HAMILTON)

On this 10<sup>th</sup> day of April, 1992, before me the subscriber, JAMES H. GOETZ, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named DOUGLAS F. McNIHAN to me personally known, who stated and acknowledged that he is the VICE PRESIDENT of The David J. Joseph Company, a Delaware corporation, and duly authorized by authority of the Board of Directors or by-laws of said corporation in his capacity as such officer to execute and acknowledge the foregoing instrument for and in the name and on behalf of said corporation and further stated and acknowledged that he has so signed, executed and delivered the foregoing instrument as the free and voluntary act and deed of said corporation, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10<sup>th</sup> day of April, 1992.

  
(Notary Signature)

My commission expires:  
JAMES H. GOETZ  
Notary Public, State of Ohio  
My Commission Expires July 12, 1993